



LEASE / RENTAL AGREEMENT FOR MEMORIAL HALL OF MILLCREEK CIVIC CENTER

This agreement made this ____ day of _____, 20____, by and between the Town of Chesterfield, Indiana (hereinafter referred to as Lessor) and _____, address: _____ (herein after referred to as Lessee).

That in consideration of the mutual; agreement herein contained and for other goods and valuable consideration, the parties hereto agree as follows:

Leased space and purpose: Lessor grants to Lessee permission to use the following portions of the premises known as Memorial Hall of Millcreek Civic Center.

_____ Memorial Hall _____ Serving Kitchen _____ Beverage Room _____ Hallway (for serving line)

For the sole purpose of holding: _____

Rental rates are as follows for Memorial Hall:	Individuals / For Profit Groups	Not For Profit Groups
Weekdays & Sundays:	\$475.00	\$375.00
Fridays after 4pm & All day Saturday:	\$575.00	\$475.00
	(deduct \$50.00 if kitchen not used)	

Use of the leased space shall begin at: _____ for the purpose of the event and must be completed by: _____.
 The event shall begin at: _____ and end at approximately: _____. Number of Guests _____.

Lessee is required to deposit with Lessor a security deposit of \$100.00 in addition to 1/2 of the rental rate at the time of reserving a date. If the event serves alcohol through an approved vendor an additional security deposit of \$200.00 will be required at the time of reserving the date.

Security deposits are refundable if no damage occurs to the facilities or equipment, but may be retained in part or whole for damages. The lessee may be subject to additional charges if damages exceed the deposit. All refundable deposits will be returned within twenty-one (21) days of the scheduled event.

The fee set forth in the paragraph above has been set, based on events(s) for day(s). If other events are to be scheduled, the fee shall be adjusted prior to the date thereof in such manner as agreed by Lessor.

Lessee agrees to make additional payments to contracted/groups/individuals such sums as Lessor determines necessary to cover those costs which Lessor encounters or will encounter on behalf of Lessee in relation to the use of the facility, such as costs for security personnel, custodian, etc. Lessor agrees that requests for such payments will be made prior to conclusion of event.

Should Lessee cancel regardless of cause? The event covered under this agreement shall qualify for pro-rated deposit refund.

90 days or greater = 100% refund 31 to 89 days = 50% refund 30 days are less = No refund

PLEASE NOTE: THE SECURITY DEPOSIT IS NOT REFUNDABLE. The deposit as called in this agreement shall be retained by Lessor as liquidated damages. Not as a penalty; in addition, Lessee shall also pay any reimbursable expenses incurred by the lessor in connection with the event covered by this agreement to cancellation of date.

All balances due to Lessor by Lessee shall be paid in full thirty (30) days to the scheduled event. The Lessee is responsible for providing any health, accident and liability insurance for the use of the facility by his or her group. The Lessee is required by the Lessor to provide a certificate of insurance listing Town of Chesterfield, Indiana as additional insured. The Lessor shall not be liable for any damages either to person or property, sustained by Lessee or by other persons to the building or any part thereof or any appurtenances thereof, or due to the happening of any event or accident in or about said building, and Lessee shall hold the Town of Chesterfield, Indiana, Chesterfield-Union Township Park Board, Union Township, It's officers, employees, representatives, agents and assigns harmless and shall indemnify said parties from any damages relating to

any such accidents or injuries on the premises.

Groups must restrict persons to the area rented and not permit their members to roam freely into other parts of Millcreek Civic Center.

When facility is rented to groups primarily composed of person's less than twenty-one (21) years of age, adequate adult supervision must be provided. (1 adult per 20 persons)

Events that serve alcoholic beverages and when expecting over 150 guests, may require security at \$25.00 per hour during the event.

A custodian may be required for events with over 150 guests or when alcoholic beverages are served. The cost will be \$15.00 per hour for the entire event plus one hour past.

Lessor reserves the right by and through its agents or employees, to remove any person deemed, at the sole discretion of Lessor to be objectionable, from the premises and Lessee expressly waives any right to damage for such removal.

Lessee shall not injure nor deface in any manner said premises or equipment therein, and shall not cause or permit anything to be done whereby the said premises or equipment therein shall be injured or defaced; and will not drive nails, tacks or screws into any part of said building or equipment contained therein and will not make or allow to be made any alterations of any kind to said building or equipment contained therein. Lessee assumes all risk and damage to and loss of (by theft or otherwise) the fixtures, appliances, or other property of Lessee and Lessee's exhibitors, contestants, or others contracting with the Lessee and well as employees thereof; and Lessor is hereby expressly released and discharged from any and all liability for any such loss.

The lessee shall not have the right to assign this contract or any right hereunder, nor to sublet said premises without written consent of the Lessor.

Lessee shall file with the Millcreek Civic Center at lease ten (10) days prior to event as herein stated, a full and detailed outline of all facilities required, all stage requirements, chair / table set up, and be waived or revised by the center's director.

All alcohol service must be provided by an approved vendor known to the Millcreek Civic Center. Such Vendor must have on file with the Town of Chesterfield, Indiana a certificate of insurance that is in force at the time of the event.

All food service must be provided by an approved caterer known to Millcreek Civic Center. Such caterer must have on file with the Town of Chesterfield, Indiana a certificate of insurance that is in force at the time of the event. All other requests for food service must be approved by the Millcreek Civic Center prior to any event.

In permitting the use of the space herein before mentioned, Lessor does not relinquish and does hereby retain the right to enforce all necessary and proper rules for the management and operation of the said premises. Duly authorized representatives of Lessor may enter the premises to be used, at any time and on any occasion without any restrictions whatsoever. All facilities shall at all time be under the charge and control of the Lessor. Lessee agrees not to interfere in any way with the ordinary use by others of any portion of the building or grounds not expressly covered by this contract.

If for any reason an unforeseeable event occurs including, but not limited to, damage resulting from a malfunction of plumbing, gas, water, steam, sewage, heating, air conditioning, or electrical equipment, fire or casualty, or any unforeseen occurrence so as to prevent the use of the premises for the purpose and time specified herein, the Lessee shall have no right or claim for damages against the Lessor.

Date of Rental: _____

Time of Rental: : _____ AM or PM

Additional Info:

Contact Person _____ Ph _____

Event Name _____ E Mail: _____

In agreement with the above provisions, I hereby place my signature and certify that I am a qualified representative of the group listed below.

Dated this ____ day of _____, 20__

Lessee: _____

Lessor: Town of Chesterfield, Indiana

Address: _____

By: _____

City: _____

State: _____ Zip: _____

Total Amount Due: \$ _____ . 00

Amount received: \$ _____ . 00

Balance Due: \$_____ . 00